

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Grieboski Global Strategies 950 North Washington Street LLC Alexandria, VA 22314	2. Registration No. 6315
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3. Name of Foreign Principal iFilm Media Group	4. Principal Address of Foreign Principal Mahmutbey Mah. ISTOÇ - C Plaza 1.Kat D:8 Bağcılar, ISTANBUL - TURKEY
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5. Indicate whether your foreign principal is one of the following:

- ☐ Government of a foreign country¹
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

iFilm Media group is a media production company based in Istanbul, Turkey. It produces events as well as audio and video media for a broad range of international clients.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

iFilm Media Group is a private corporation based in Istanbul, Turkey, owned and operated by foreign citizens.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The CEO of iFilm Media Group is Ahmed Abdelhafez.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A September 10, 2015	Name and Title Joseph K. Grieboski, CEO	Signature /s/ Joseph K. Grieboski eSigned
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OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterspy Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Grieboski Global Strategies, LLC

2. Registration No.

6315

3. Name of Foreign Principal

iFilm Media Group

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see attached agreement

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 10, 2015	Joseph K. Grieboski, CEO	/s/ Joseph K. Grieboski
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



**AGREEMENT
BETWEEN
GRIEBOSKI GLOBAL STRATEGIES, LLC,
AND
IFILM MEDIA GROUP**

1. **TERM.** This Agreement will be for a period beginning on July 28, 2015, and ending August 15, 2015.
2. **NATURE OF SERVICES.** Grieboski Global Strategies, LLC, will act as an advisor to iFilm Media Group on event planning, strategic communications, strategic outreach, media engagement.
3. **AGREEMENT ENGAGEMENT.** Within two (2) days of the signing of this Agreement, iFilm Media Group will meet in person or via telecommunications or video device with the principals of Grieboski Global Strategies, LLC, to establish a strategic plan for the execution of the Services.
4. **CLIENT CONSULTATIONS.** Grieboski Global Strategies and iFilm Media Group shall communicate regularly to review the Services provided by Grieboski Global Strategies, LLC, and coordinate for the execution of the Services.
5. **FEES.** In complete consideration for the Services to be rendered under this Agreement, iFilm Media Group shall pay Grieboski Global Strategies, LLC, a one time non-refundable fee ("Fee") of \$45,000.00 in two installments. iFilm Media Group shall pay the first installment of \$30,000.00 for the Services associated with event planning, strategic communications, strategic outreach, media engagement via wire transfer at the time of the signing of the Agreement. The final installment of \$15,000.00 will be paid to Grieboski Global Strategies, LLC, via wire transfer by August 25, 2015. Grieboski Global Strategies, LLC, shall charge a late fee of five percent (5%) per day for each day after the 10th day that payment is not received.

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GRIEBOSKI GLOBAL STRATEGIES, LLC

6. **EXPENSES.** iFilm Media Group shall pay all expenses reasonably incurred by Grieboski Global Strategies, LLC, in the course of performing Services under this Agreement. Reasonable and customary expenses shall include business class airfare for international travel, domestic travel, hotels, meals, ground transportation, and other customary costs of domestic and international travel, filing and delivery fees, etc. iFilm Media Group shall reimburse those expenses not paid in advance within ten (10) days following the submission by Grieboski Global Strategies, LLC, of business expense statements and on such forms as iFilm Media Group may reasonably require.
7. **NON-DISCRIMINATION.** No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Grieboski Global Strategies, LLC. Grieboski Global Strategies, LLC, shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
8. **EMPLOYEES OF INDEPENDENT CONTRACTOR.** Grieboski Global Strategies, LLC, may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under this Agreement. iFilm Media Group will be advised of the employment or hiring by Grieboski Global Strategies, LLC, of such persons. Such persons shall not be deemed employees of iFilm Media Group unless specified otherwise. If such persons are employees of Grieboski Global Strategies, LLC, then Grieboski Global Strategies, LLC, shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of Grieboski Global Strategies, LLC, then the independent contracting relationship shall be established between such contractor and Grieboski Global Strategies, LLC, exclusively, and Grieboski Global Strategies, LLC, shall be responsible for directing the duties of such contractor.

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9. **BUSINESS OF INDEPENDENT CONTRACTOR.** Grieboski Global Strategies, LLC, may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of iFilm Media Group. Grieboski Global Strategies does not guarantee that its staff, management, or agents will be available at all times during the extent of this Agreement. Grieboski Global Strategies, LLC, will not undertake or engage in any activities in competition or contravention to the priorities of or the work it pursues on behalf of iFilm Media Group.
10. **LEGAL APPLICABILITY.** Grieboski Global Strategies, LLC, agrees to abide by every applicable law or regulation covering government contracts for consulting firms during implementation of this Agreement.
11. **INDEPENDENT CONTRACTOR STATUS.** Grieboski Global Strategies, LLC, is an independent contractor, and, as such, has no authority to bind iFilm Media Group in any manner whatsoever, other than by virtue of the Services rendered under this Agreement. iFilm Media Group has no authority to bind Grieboski Global Strategies, LLC, in any manner whatsoever, absent the express written consent of Grieboski Global Strategies, LLC. It is understood that Grieboski Global Strategies, LLC, is an independent contractor and is not an employee of iFilm Media Group, and shall not hold itself out to the public as an employee of iFilm Media Group. iFilm Media Group will not provide, nor will it be responsible to pay for, any benefits for Grieboski Global Strategies, LLC.
12. **NO SOLICITATION.** During the term of this Agreement and for a period of five years after its termination, iFilm Media Group will not for its purposes or on behalf of any party or any of its affiliates, employ, take away, or attempt to employ or take away any Grieboski Global Strategies, LLC, employee, consultant, advisor, or contractor, unless iFilm Media Group has received the prior written approval of Grieboski Global Strategies, LLC.
13. **AGENT RESPONSIBILITIES.** Grieboski Global Strategies, LLC, shall be solely responsible for the acts of its employees and/or agents and shall defend and

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hold iFilm Media Group harmless from any claims that arise from said acts. iFilm Media Group shall be solely responsible for the acts of its employees and/or agents and shall defend and hold Grieboski Global Strategies, LLC, harmless from any claims that arise from said acts.

14. ASSIGNMENT. This Agreement may not be assigned in whole or in part by iFilm Media Group without the prior written consent of Grieboski Global Strategies, LLC. Grieboski Global Strategies, LLC, may assign its rights under this Agreement without prior written consent of iFilm Media Group in the event that Grieboski Global Strategies, LLC, shall hereafter effect a reorganization, consolidation, merger, or sale of Grieboski Global Strategies, LLC, or transfer all or substantially all of Grieboski Global Strategies, LLC's properties or assets. Grieboski Global Strategies, LLC, may assign its rights under this Agreement to any entity that is wholly owned or controlled by Grieboski Global Strategies, LLC, without the consent of iFilm Media Group. Subject to the foregoing limitation, this Agreement will be binding on, and will inure to the benefit of, the Parties and their respective successors and assigns.

15. DISCLOSURE AND CONFIDENTIALITY. All non-public information marked as such and given to Grieboski Global Strategies, LLC, by iFilm Media Group will be considered confidential information and shall be maintained as such by Grieboski Global Strategies, LLC, until the same becomes known to third parties or the public without release thereof by Grieboski Global Strategies, LLC, or unless Grieboski Global Strategies, LLC, is required to disclose such information under applicable law, provided, that in such instance, Grieboski Global Strategies, LLC, shall notify iFilm Media Group as promptly as possible of such obligation to release confidential information. Grieboski Global Strategies, LLC, shall take all necessary steps to safeguard the confidentiality of such material or information. Grieboski Global Strategies, LLC, will give iFilm Media Group notice as set forth herein before making such disclosure of non-public information. Further, Grieboski Global Strategies, LLC, agrees to inform iFilm Media Group immediately upon receiving reason to believe that persons or entities are seeking to obtain any confidential information from Grieboski Global Strategies, LLC.

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16. EXCLUDED SERVICES. Grieboski Global Strategies, LLC, is expressly not offering or providing accounting, legal, or tax services to iFilm Media Group and nothing in this Agreement shall be construed to imply that Grieboski Global Strategies, LLC, is providing such services. Grieboski Global Strategies, LLC, is expressly not holding itself out as an accounting, legal, or tax services provider. Furthermore, Grieboski Global Strategies, LLC, will engage in strategic and tactical communications engagement but is not a public relations firm.

17. GOVERNING LAWS. This Agreement shall be subject to and governed by the laws of the Commonwealth of Virginia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the Commonwealth of Virginia.

18. REPORTING. It is understood that Grieboski Global Strategies, LLC, may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act (FARA), on behalf of iFilm Media Group and thereafter will be required to file the reports required by FARA, detailing its activities under this Agreement on iFilm Media Group's behalf. It is further understood that Grieboski Global Strategies, LLC, will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of iFilm Media Group with the United States Congress and Federal Executive Branch departments and agencies.

19. TERMINATION. Neither party may terminate this Agreement without cause. In the case of a material breach by the other party, this Agreement may be terminated immediately. In the event of a termination of this Agreement (whether or not for cause), iFilm Media Group shall remain liable for all fees, disbursements and other related charges incurred by Grieboski Global Strategies, LLC, and its contractors up to the date of termination, as well as all amounts that Grieboski Global Strategies, LLC, is obligated to pay to third parties pursuant to non-cancelable agreements Grieboski Global Strategies, LLC, has entered into in performance of this Agreement.



GRIBOSKI GLOBAL STRATEGIES, LLC

- 20. WAIVER.** The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
- 21. MODIFICATION.** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.
- 22. ENTIRETY OF AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between iFilm Media Group and Grieboski Global Strategies, LLC, regarding the matters related hereto.
- 23. SEVERABILITY.** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- 24. INDEMNIFICATION.** Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) iFilm Media Group agrees that it will indemnify and hold harmless Grieboski Global Strategies, LLC, from any Claims brought by third parties arising out of or in connection with Grieboski Global Strategies, LLC's performance of this Agreement; provided that iFilm Media Group shall not be obligated to indemnify Grieboski Global Strategies, LLC, if such Claim results from negligence on the part of Grieboski Global Strategies, LLC. In the case of any negligent action on the part of Grieboski Global Strategies, LLC, Grieboski Global Strategies, LLC, agrees that it will indemnify and hold harmless iFilm Media Group from any and all Claims arising out of or in connection with such negligence. The obligations shall

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survive the termination of this Agreement, are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party. iFilm Media Group agrees not to hold Grieboski Global Strategies responsible for any failure to meet expected goals of events in light of last minute planning and contract execution on the part of iFilm Media Group.

25. LEGAL AND ETHICAL STANDARDS. iFilm Media Group will not request, and nothing in this Agreement shall be deemed to require, Grieboski Global Strategies, LLC, to undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article, or distribute any material which, in the judgment of Grieboski Global Strategies, LLC, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to the interests of Grieboski Global Strategies, LLC, or iFilm Media Group. Similarly, nothing in this Agreement shall be construed as committing Grieboski Global Strategies, LLC, to violate any lawful contractual commitments to the Government of the United States, the media, NGOs, or any third party.

26. SIGNING AUTHORITY. Each of the signatories to this Agreement warrant and represent that they have the full legal authority to execute this Agreement and that they are duly authorized, to bind the entity on behalf of which they have executed this Agreement.

27. HEADINGS. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.



Submitted and signed by,

Joseph K. Grieboski
President and CEO
Grieboski Global Strategies, LLC
950 North Washington Street
Alexandria, VA 22314
571-257-7423
Joe@Grieboski.com
Dated: July 28, 2015

Agreed to and accepted by,

Name: Ahmed AbdelHafez
Title: CEO
Organization: iFilm Media Group
Address: Mahmutbey Mah. ISTOÇ - C Plaza 1.Kat D:8 Bağcılar, İSTANBUL - TURKEY
Phone: 0097466962833
Email: ahmed.hafez@ifgmedia.com
Dated: 2015/07/29

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